

TERMS AND CONDITIONS

Your use of the Website (as defined below) is subject to these terms and conditions ("**Website Terms**"). You must read these Website Terms carefully before using this Website as your continued use of this Website will signify that you have accepted them.

You should pay special attention to the parts in bold as they have especially important consequences for you. For example, they may limit the risk or liability of Howler or a third party, may create risk or responsibility for you, compel you to indemnify Howler or a third party or, serves an acknowledgement of fact by you.

Not all terms are necessarily defined in order.

These Website Terms were last updated on **3 April 2019**.

1. WHAT DO THESE WEBSITE TERMS REGULATE?

- 1.1 Thank you for visiting our Website. Whether you are a guest, a registered Howler merchant or a Howler Account user, these Website Terms (together with all documents referred to in it) tells you the terms of use on which you may use Afeleton Proprietary Limited ("**Howler**", "**we**", "**our**" or "**us**") website, any related mobi-sites or software applications which are accessible at www.howler.co.za ("**Website**"). Afeleton Proprietary Limited is a private limited liability company registered in, and acting in accordance with, the laws of South Africa (registration number 2009/016028/07).
- 1.2 The use of our Website includes accessing, browsing, linking or downloading any information made available on our Website ("**Content**"), and using any of our services made available on our Website ("**Services**").

2. YOUR AGREEMENT TO THESE WEBSITE TERMS AND ADDITIONAL TERMS

- 2.1 Your access and continued use of our Website, Content an/or our Services means that you agree to enter into a legally binding contract with us upon these Website Terms as well as any additional Service Terms applicable to the exact Services you acquire from us
- 2.2 These Website Terms also refer to the following additional terms and conditions and Howler policies, which also apply to your use of our Website and certain of our Services:
 - 2.2.1 if you are a consumer, such as a Howler Account User, [Howler Account User Terms](#), will apply; and
 - 2.2.2 if you are a business, event organizer, sponsor ("**Howler Client**") who has subscribed for any of our ticket management and or cashless management services ("**Client Services**"), our [Client Service Terms](#) will apply; and
 - 2.2.3 if you are a business or sole proprietor selling products or services at an event ("**Vendor**"), our [Vendor Service Terms](#) will apply; and
 - 2.2.4 our [Privacy Policy](#), any additional policies which we may update or upload on our Website which supplement the acceptable use of our Website or our Services.
- 2.3 Many features of the Website may be used by anyone of any age, however only users above the age of 18 (eighteen) may use the Services or provide their personal information to us for processing. If you are under the age of 18 (eighteen), then you may use the Website only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and to be liable and responsible for you and all your obligations under these Terms.
- 2.4 We collect personal information from you. We will handle the collection, processing and storage of your personal information in accordance with our [Privacy Policy](#). By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes described in our [Privacy Policy](#).
- 2.5 We may update our Website, any Content on it, these Website Terms, and our [Privacy Policy](#) from time to time in our discretion. Each time you use the Website or our Services, it is your responsibility to review these Website Terms and our [Privacy Policy](#) in case of any such updates or amendments. If you do not agree to Howler's updates, you must not continue to use the Website or our Services.

By proceeding to purchase the BMW M Festival ticket, you irrevocably and unconditional agree to be bound by the BMW M Festival terms and conditions that are accessible at: [BMW M Festival 2019 Terms & Conditions](#).

3. ACCESSING THE WEBSITE

- 3.1 You agree that you are responsible for obtaining and maintaining all facilities, services, products and equipment that may be required by you to maintain access or to use the Website and any of our Services. You must, at all times, provide your own hardware, software as well as a modem and Internet connectivity and electronic communications infrastructure.
- 3.2 **We do not guarantee that our Website, or any Content on it, will always be 100% accessible, virus-free or uninterrupted. We will not be liable (legally responsible) to you if, for any reason, our Website or the Services accessible on our Website are unavailable at any time or for any period.**
- 3.3 Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence. You must not use this Website for any illegal activity or if you do not agree to the Website Terms.
- 3.4 In order to use certain features of the Website, such as subscribing for Howler Services, you must complete the registration process detailed on the Website and create an "Account" by following the required prompts provided. Each user agrees to provide accurate, current and complete information during the registration process.

4. ACCURACY OF INFORMATION

- 4.1 Whilst we make all reasonable steps and precautions to ensure the accuracy of all of the Content we make available on our Website, the Content is intended for general information purposes only. It is not intended to, and does not, constitute professional advice or a replacement or substitute for professional advice of any nature.
- 4.2 You understand and agree that our Content may also change from time to time. The Website may therefore not always contain the correct or most up-to-date information, details and descriptions and to the extent allowed by law, we make no representations, warranties, or guarantees, whether express or implied, that our Content is accurate, complete or the most up to date.

5. YOUR BEHAVIOUR WHEN USING THE WEBSITE OR OUR SERVICES

- 5.1 You may use our Website, Services or Content for lawful purposes only.
- 5.2 You may not use our Website, our Services or our Content:
- 5.2.1 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect (including but not limited to, impersonating a Howler representative and/or requesting a Howler user (including a Howler User Account User) to provide you with their password or other information so as to access their Howler User Account or Merchant account);
 - 5.2.2 for the purposes of submitting false, inaccurate or misleading information on the Website or conducting yourself in a false, inaccurate or misleading fashion, including making any fraudulent offers to sell or buy products, items or services, or to send chain letters or pyramid schemes or operate your own commercial endeavours or anything similar;
 - 5.2.3 for activities that relate to transactions that involve offering or receiving payments for the purpose of bribery or corruption;
 - 5.2.4 in any way that constitutes stalking, incites hatred or harm against any other person, is threatening, defrauding, harassing, or advocating the harassment of, another person or otherwise interfering with another person's use of the Website, or Services or any Howler Services or Howler Products;
 - 5.2.5 for the purposes of providing yourself with a credit card cash advance (or helping others to do so);
 - 5.2.6 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example, spam or junk mail);
 - 5.2.7 to conduct keyword spamming or otherwise attempt to manipulate search results;
 - 5.2.8 to create, host, or transmit (whether in a public forum or otherwise) any defamatory, offensive, or obscene material, or engaging in activities which would cause offence to others on grounds of race, religion, creed, or sex;
 - 5.2.9 to create, host, or transmit any material that threatens or encourages bodily harm or the destruction of property, or would constitute a criminal offence or give rise to civil liability;
 - 5.2.10 to use our Website for any improper, unlawful, or immoral purpose, including transmitting or posting profanity, adult content or illegal content, such as child pornography;
 - 5.2.11 to solicit personal information from minors or harming or threatening to cause harm to minors;

- 5.2.12 to run any robot, spider, site search or retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Website or any Content;
- 5.2.13 to access, retrieve or index the Website to construct or populate a searchable database of business listings or reviews;
- 5.2.14 to transmit any computer viruses, worms, defects, trojan horses, time bombs, cancelbots, easter eggs or other computer programming routines or items of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information;
- 5.2.15 to access, or attempt to access, the accounts of others or to penetrate or attempt to penetrate our or a third party's security measures, computer software, hardware, electronic communication systems, or telecommunications systems;
- 5.2.16 to make excessive traffic demands;
- 5.2.17 to collect, or attempt to collect, personal information about third parties without their knowledge or consent, or to engage in "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other data; or
- 5.2.18 to conduct any activities which adversely affects the ability of other people or systems to use the Services or the Internet generally.
- 5.3 Due to the global nature of the Internet, you agree to comply with all local laws and regulations regarding online conduct and acceptable content. You also agree to comply with any applicable regulations regarding the export of any data from any country.
- 5.4 The list in paragraph 5.2 only serves to provide examples and is not meant to be an exhaustive list of the type of unacceptable uses of the Website, the Services or Content that may result in the restriction, suspension, or termination of your use of the Website, our Content or our Services.
- 5.5 Any restrictions on the use of the Website or the Content shall also apply to any part of the Website or the Content which may be cached when using the Website or the Content.
- 5.6 Subject to the further provisions of these Website Terms, you are not allowed to (i) frame, modify, distribute, commercialise, exploit and/or alter the Website or the Content; (ii) incorporate any part of the Content in any other work or publication; and/or (iii) perform any other act which may not be considered fair use.
- 5.7 In addition, you shall not and shall not allow a third party to:
 - 5.7.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the Content ("**the Software**") or any files contained in or generated by the Software by any means whatever;
 - 5.7.2 remove any product identification, copyright or other notices, from the Software or documentation;
 - 5.7.3 lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your hardware; or
 - 5.7.4 disseminate performance information or analysis of the Software from any source relating to the Software.
- 5.8 When using the Website, you warrant that:
 - 5.8.1 you have read and agreed to these Website Terms and will use the Website in accordance with them; and
 - 5.8.2 you have not made any misrepresentations and the information you provide to Howler in any way, is true, accurate and complete.
- 5.9 Any breach of the warranties herein will automatically be considered a material breach of these Website Terms, and further, may make you liable for criminal prosecution for your failure to adhere to them or other applicable laws.

6. PROMOTIONAL COMPETITIONS, OFFERS OR LOYALTY PROGRAMMES

- 6.1 To the extent that Howler offers in participation certain loyalty programme/s, should you be a member of any such loyalty programme and wish to earn loyalty rewards or discounts, you will be required to refer to the loyalty programme link on the [Legal Agreements](#) page of our Website.
- 6.2 Certain parts of the Website may also contain competitions or promotions from Howler or third parties. The terms and conditions for those competitions and promotions will be specified on the relevant part of the Website and on our [Legal Agreements](#) page (www.howler.co.za/legal) from time to time.

6.3 By entering or participating in the relevant competition or promotion you agree to be bound by the relevant terms and conditions. Notwithstanding any specific terms and conditions, we specifically retain the right, at any time and without notice, to remove, alter or add to competitions or promotions on the Website without any liability to you.

7. LINKING TO THIRD PARTY WEBSITES

7.1 The Website and the Website Services available through the Website may also contain links to access other third-party websites ("**Third-Party Websites**"). If you link to access any Third-Party Websites, you may be subject to those Third-Party Websites' terms and conditions and other policies. Any content, information, and materials on any Third-Party Websites is not endorsed by us and are provided on an "as is" and "as available" and Howler does not necessarily agree with, edit or sponsor the content on such Third-Party Websites.

7.2 **Your use of such Third-Party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third-Party Websites or your reliance on any information provided on such Third-Party Websites.**

8. YOUR USE OF ANY PUBLIC FORUMS (IF ANY)

8.1 The Website may contain interactive services, including but not limited to developer discussion groups, news groups, bulletin boards, chat rooms, blogs and other social networking features ("**Public Forums**"), which may allow you to post, transmit or submit information, including but not limited to writings, images, illustrations, audio recordings, and video recordings ("**Postings**").

8.2 Content, information, and materials posted by users to public forums (including Third-Party Websites) are not endorsed by us. The opinions expressed in Public Forums are not necessarily ours. Any statements, advice, and opinions made by participants are those of such participants only. While we will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use Public Form provided on Website, we shall not be held responsible for any statements, advice, opinions, or other content or materials on Public Forums. **You release us from all claims and demands of every kind and nature, known and unknown, arising out of or in any way connected with a dispute with another user of the Website.**

8.3 We reserve the right, but are not obliged, to monitor Public Forums and to remove or alter any Postings that we consider, in our sole discretion, to constitute misuse of these terms. We may restrict, suspend or terminate your use of these services or the Website where, in our sole discretion, we believe that there may have been such a misuse.

8.4 Any Postings you make will be deemed not to be confidential or secret. You understand that personal and other information (e.g., username, email address, phone number) that you post on or through Public Forums is generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. You should not include any personally identifiable information about yourself or any other person in any Postings. We reserve the right, but not the obligation, to remove any Postings that contain personally identifiable information. We shall not be liable for the use or misuse of any information or data, including personal information, that you post on our Public Forums.

8.5 You represent and warrant that your Postings are original to you, do not infringe on another party's intellectual property rights, are not obscene, vulgar, offensive, malicious, discriminatory, defamatory, or otherwise unlawful, that no other party has any rights thereto, and that any "moral rights" in your Postings have been waived, and you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive, and fully transferable, assignable, and sub-licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Postings (in whole or part) and/or to incorporate them in other works in any form, media, or technology now known or later developed for any editorial, commercial, non-commercial, promotional, or other purpose.

8.6 We are not responsible for maintaining your Postings and we may delete or destroy them at any time.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All rights (including all Intellectual Property Rights), in all material and content (including, but not limited to, text, images, web pages, sounds, web page layout, user interface, software (including code, interface, and website structure), and video, and the look and feel, design, and compilation thereof) on the Website are owned or licensed by us.

9.2 You agree that you are permitted to use this material and/or content only as set forth in and to the extent permitted by these Website Terms. For purposes of these Website Terms, "**Intellectual Property Rights**" shall mean any patents, rights to inventions, copyright and related rights, moral rights, trademarks, service marks, logos, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, scripts, graphics, photos, sounds, music, videos,

interactive features and the like, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

- 9.3 We reserve all rights (including all Intellectual Property Rights) not expressly granted herein to the Website and the Content we make available on or via the Website.
- 9.4 You agree to not engage in the use, copying, or distribution of any of the Content other than as expressly permitted by us, including any use, copying, or distribution of Content of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein.
- 9.5 You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on the use of the Website or the Content. All moral rights of Howler and its employees/agents are reserved.
- 9.6 Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Content, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Content, or any portion thereof to any other server or location for further reproduction or redistribution is expressly prohibited.

10. INDEMNITY

- 10.1 **As far as the law allows, you agree to defend, indemnify us and hold us and our officers, subsidiaries, holding companies, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers, and employees harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:**
- 10.1.1 **your use of and access to the Website and/or the Services;**
- 10.1.2 **your breach of any term of these Website Terms;**
- 10.1.3 **your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; and/or**
- 10.1.4 **any claim that your Content caused damage to a third party.**
- 10.2 **This defence and indemnification obligation will survive termination, modification or expiration of these Website Terms and your use of the Website Services and the Website.**

11. LIMITATION OF LIABILITY

- 11.1 **Subject to paragraph 11.2 below, neither us nor any of our agents, officers, subsidiaries, holding companies, affiliates, successors, assigns, directors, service providers, suppliers, employees or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the Website or the Services or Content provided from and through the Website.**
- 11.2 No provision of these Website Terms:
- 11.2.1 **does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption; and**
- 11.2.2 **requires you to assume risk or liability, to the extent that the law does not allow such an assumption of risk or liability.**

12. EXCLUSION OF WARRANTIES AND REPRESENTATIONS

- 12.1 **While the Howler Products and the Howler User Account are subject to the additional terms and conditions accessible on the Website as described in paragraph 2.2 above, the Website and the Content are supplied in an "as is" and "as available" basis and has not been compiled or supplied to meet your individual requirements. You acknowledge that you have read and agreed to our [Disclaimer](#).**
- 12.2 **As far as the law allows, the Website, and the Services are provided without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Content.**

13. GENERAL

- 13.1 These Website Terms and the relationship between us shall be governed and construed in accordance with South African law.
- 13.2 No indulgence, leniency or extension of time granted by Howler shall constitute a waiver of any of Howler's rights under these Terms and, accordingly, Howler shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 13.3 Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.
- 13.4 Except as expressly provided by Howler on the Website or by means of any additional terms, these Website Terms read with our Privacy Policy, constitute the entire agreement between you and Howler with respect to the use of this Website, the Services and the Content.
- 13.5 The Website is not targeted at minors who are under the age of 18 years. Unless permitted in law, we will not knowingly collect information from persons in this age group. We encourage parents to talk to their children about the use of the Internet and information they disclose to websites. In the event that any minors under the age of 18 years is permitted to access any part of the Website or our Services, minors must be assisted by their legal guardians when reading these Website Terms.
- 13.6 Any disputes arising in connection with these Website Terms and our Services shall be subject to the exclusive jurisdiction of the courts located in Johannesburg, South Africa.
- 13.7 Please report any violations of the Website Terms (including the Privacy Policy or any documents incorporated by reference) that you become aware of by contacting us at support@howler.co.za and legal@howler.co.za.
- 13.8 Our or your failure to exercise or enforce any right or provision of the Website Terms shall not constitute a waiver of such right or provision.
- 13.9 Save as otherwise provided, no provision of these Website Terms constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any party in favour of that person.
- 13.10 The termination of any contract created by these Website Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Website Terms which is expressly or by implication intended to come into or continue in force on or after such termination.
- 13.11 If any term or condition contained in these Website Terms is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 13.12 You may not cede, assign or otherwise transfer your rights and obligations in terms of these Website Terms to any third party.
- 13.13 You may terminate these Website Terms at any time by ceasing to use the Website or the Content and destroying all materials received or downloaded from this Website.
- 13.14 If these Website Terms (or any contract governed by these Website Terms) or the Services provided and/or made available on the Website are regulated by or subject to the Consumer Protection Act 68 of 2008, as may be amended from time to time (the "**Consumer Protection Act**"), it is not intended that any provision of these Terms contravene any provision of the Consumer Protection Act. Therefore, all provisions of these Website Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.

For the purposes of the Electronic Communications and Transactions Act, 2002, Howler's information is as follows:

Full name: Afeleton Proprietary Limited trading as Howler, a private company registration number 2009/016028/07.

Main business: Event Service Provider.

Office bearers: The list of office bearers can be found at: www.howler.co.za/company/

Physical Address for legal notices: Howler, Oxford Gate, Hyde Lane, Hyde Park, 2196, Gauteng, South Africa.

Webmaster: webmaster@howler.co.za

Website: <http://www.howler.co.za>

Official email address: support@howler.co.za

Contact telephone number: +27 (11) 880 2199

14. CONTACT US!

If you have questions about these Website Terms, our Privacy Policy or any documents incorporated by reference in these Website Terms please contact our Support Team at support@howler.co.za on +27 (11) 880 2199. Monday to Friday – 09:00 – 17:00.